

BIENSTOCK & MICHAEL, P.C.

Ronald S. Bienstock, Esq. (601660)

Brent M. Davis, Esq. (516454)

Continental Plaza

411 Hackensack Avenue, 7th Floor

Hackensack, New Jersey 07601

Telephone: (201) 525-0300

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

BRET MICHAELS and
LAST CHILD PRODUCTIONS, INC.,

Plaintiffs,

- against -

MICHAEL S. BANKS, JENNIFER KINGSTON
and ALOHA EVENTS, LLC,

Defendants.

Civil Action No.:
5:10-cv-989(DNH/DEP)

**Affidavit of
Brent M. Davis, Esq.**

STATE OF NEW JERSEY }
 }
COUNTY OF BERGEN } SS.:

Brent M. Davis, Esq., being duly sworn, deposes and says:

1. I am an attorney with Bienstock & Michael, P.C., counsel for Plaintiffs Bret Michaels and Last Child Production, Inc. (collectively, "Plaintiffs"), in the above-captioned matter.

2. I make this affirmation in support of Plaintiffs' Request for Entry of Default Judgment against defendant Aloha Events, LLC ("Aloha").

3. I affirm defendant Aloha is not an infant or incompetent person, is not in the military service, was properly served under Fed. R. C. P. 4 on August 24, 2010, and proof of service was filed with the court on August 30, 2010.

4. Defendant Aloha has defaulted in appearance in the above captioned action. The Court's Order of May 27, 2011 directed the Clerk to enter default against Aloha and the Clerk entered Certificate of Default on May 27, 2011, a copy of which is attached hereto as Exhibit A.

5. The operative Complaint on which defendant Aloha has defaulted is attached hereto as Exhibit B.

6. The contract that is the subject of the claims against defendant Aloha is attached hereto as Exhibit C (the "Contract").

7. Pursuant to the Contract, plaintiffs are owed One Hundred Thousand Dollars (\$100,000.00).

8. As of the date hereof, one payment of Five Thousand Dollars (\$5,000.00) was made on or around August 5, 2010.

9. Accordingly, Ninety-Five Thousand Dollars (\$95,000.00) remains owed on the Contract (the "Principal Amount").

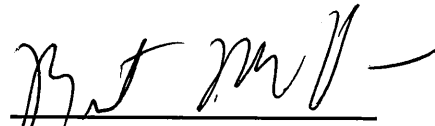
10. The Principal Amount is justly due and owing and that no part has been paid.

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I affirm under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

June 28, 2011


Brent M. Davis, Esq.

Sworn to before me this

28th day of June 2011

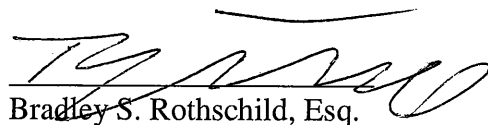

Bradley S. Rothschild, Esq.
N.J. Attorney-at-Law

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

**CLERK'S CERTIFICATE OF ACTION TAKEN ON
PLAINTIFF(S) REQUEST FOR ENTRY OF DEFAULT**

Bret Michaels and Last Child Productions, Inc.

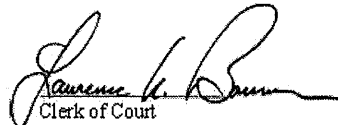
vs.

CASE NUMBER: **5:10-CV-0989**
(DNH/DEP)

Aloha Events, LLC

I, LAWRENCE K BAERMAN, CLERK, by Susan Evans, Deputy Clerk, certify that I have reviewed the Court's docket and have determined that proof of proper service for the party against whom judgment is being sought has been filed and that this party has not appeared in the action. Accordingly, entry of default is hereby noted and entered on this 27th day of May, 2011 against Aloha Events, LLC.

Dated: May 27, 2011


Clerk of Court



By: s/ Susan Evans

Deputy Clerk

EXHIBIT B

BIENSTOCK & MICHAEL, P.C.

Ronald S. Bienstock, Esq. (601660)

Brent M. Davis, Esq. (516454)

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

BRET MICHAELS and
LAST CHILD PRODUCTIONS, INC.,

Plaintiffs,

- against -

MICHAEL S. BANKS, JENNIFER KINGSTON
and ALOHA EVENTS, LLC,

Defendants.

Civil Action No.:

**AMENDED COMPLAINT
AND DEMAND FOR
JURY TRIAL**

Plaintiffs BRET MICHAELS (“Michaels”) and LAST CHILD PRODUCTIONS, INC. (“LCPI”)(collectively, “Plaintiffs”), by its undersigned counsel, alleges and hereby complains against MICHAEL S. BANKS (“Banks”), JENNIFER KINGSTON (“Kingston”) and ALOHA EVENTS, LLC (“Aloha”) (collectively “Defendants”) as follows:

NATURE OF THE ACTION

1. This is an action for breach of contract and defamation under New York state law.
2. Defendants have materially breached a valid contract entered into with Plaintiffs.

3. Banks has made false statements, published to third parties without privilege or authorization, that Banks knew to be false and that have injured Plaintiffs in their trade, business and profession.

4. Plaintiffs have suffered damages as a result of Defendants' breach and false statements.

THE PARTIES

5. Michaels is an individual residing in California with a principal place of business at 20750 Ventura Boulevard, Suite 342, Woodland Hills, California 91364.

6. LCPI is a company organized and existing under the laws of California with its principal place of business at 20750 Ventura Boulevard, Suite 342, Woodland Hills, California 91364.

7. Upon information and belief, Banks is an individual residing in New York with a principal place of business at 5 Oriole Path, Liverpool, New York 13090.

8. Upon information and belief, Kingston is an individual residing in New York.

9. Upon information and belief, Aloha is a company organized and existing under the laws of New York, with a principal place of business at 5 Oriole Path, Liverpool, New York 13090.

JURISDICTION AND VENUE

10. Federal diversity jurisdiction exists pursuant to 28 U.S.C. § 1332 because the Plaintiffs are residents of a different state from the Defendants and because the value of the matter in controversy exceeds \$75,000.00.

11. Venue in this district is proper pursuant to 28 U.S.C. § 1391(a)(1) because all Defendants reside in the state of New York and within this district.

12. Venue in this district is also proper pursuant to 28 U.S.C. § 1391(a)(2) because a substantial part of the events or omissions on which the claims are based occurred in the district.

FACTS

13. Defendants entered into a contract with Plaintiffs (the “Contract”) under which Michaels would give a musical performance on August 5, 2010 in Syracuse, New York (the “Performance”) in exchange for monetary compensation (the “Performance Fee”).

14. Under the terms of the Contract, Defendants were required to pay a deposit of 10% of the Performance Fee by June 11, 2010 (the “First Deposit”).

15. Defendants failed to pay the full amount of the First Deposit.

16. Under the terms of the Contract, Defendants were to pay a deposit of 40% of the Performance Fee by July 16, 2010 (the “Second Deposit”).

17. Defendants failed to pay the Second Deposit.

18. Under the terms of the Contract, Defendants were responsible for providing sound and lighting production for the Performance.

19. Upon information and belief, on August 4, 2010, despite having actual knowledge of its falsehood, Banks issued a statement that the Performance would not occur because Michaels was going to appear on a television show instead.¹

¹ While it is true that a performance by Michaels was to be included in a television program airing on August 5, 2010, the performance was taped previously and, in no way, would affect Michaels’ ability to perform under the Contract.

20. Upon information and belief, the above-referenced statement, as well as other statements made by Banks to third parties, including the press, was known by Banks to be false.

21. On the morning of August 5, 2010, Michaels arrived at the venue in Syracuse ready, willing and able to give the Performance.

22. Defendants failed to provide the sound and lighting production necessary for the Performance.

23. As a direct result of Defendants multiple breaches of the Contract, Michaels was unable to perform.

COUNT ONE

24. Plaintiffs repeat, reallege, and incorporate by reference each and every paragraph above as if set forth fully herein.

25. Defendants entered into a valid Contract with Plaintiffs.

26. Defendants, through their actions described above, materially breached the Contract.

27. As a direct result of Defendants' breach, Plaintiffs suffered damages in an amount in excess of \$75,000.00.

COUNT TWO

28. Plaintiffs repeat, reallege, and incorporate by reference each and every paragraph above as if set forth fully herein.

29. Banks made false statements, published to third parties without privilege or authorization.

30. Banks made these statements with actual knowledge that they were false.

31. Banks' statements exposed Michaels to public contempt, ridicule, aversion, and/or disgrace, and induced an evil opinion of him in minds of right-thinking persons.

32. Banks' statements injured Michaels in his trade, business and profession.

33. Banks made the false statements out of hatred, ill will or spite and with a willful disregard for Michael's rights.

34. As a direct result of Banks' defamatory statements, Michaels has suffered damages of at least \$5,000,000.00.

COUNT THREE

35. Plaintiffs repeat, reallege, and incorporate by reference each and every paragraph above as if set forth fully herein.

36. Upon information and belief, Banks and Kingston were doing business in their individual capacities to suit their own ends.

37. Upon information and belief, Banks and Kingston shuttled their own funds in and out of Aloha without regard to the corporation's form.

38. Bank's and Kingston's activities exceeds the limits of the privilege of doing business in a corporate form and warrants the imposition of liability on Banks and Kingston individually.

PRAYER FOR RELIEF

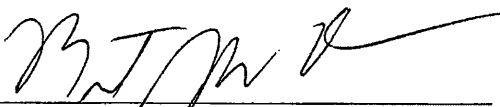
WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, for compensatory damages in an amount to be determined at trial, punitive damages in an amount to be determined at trial, the costs of this litigation, their attorney

fees, prejudgment and post-judgment interest and any and all other relief to which they may be entitled and/or the Court deems equitable.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand trial by jury in this action of all issues so triable.

Hackensack, NJ
Date: 5/2/11



Ronald S. Bienstock, Esq. (601660)
Brent M. Davis, Esq. (516454)
BIENSTOCK & MICHAEL, P.C.

Attorneys for Plaintiffs

EXHIBIT C

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:22PM P2

**ARTIST REPRESENTATION AND MANAGEMENT, INC.****1257 ARCADE STREET, ST. PAUL, MN 55106 Ph: (651) 483-8754 Fax: (651) 776-6338****www.armentertainment.com****CONTRACT****ANY AND ALL RIDERS ATTACHED HERETO ARE MADE A PART HEREOF**

This Employment Agreement is being entered into on 08/07/10 by and between the purchaser and the artist. Whereas, the purchaser of music (herein called "Purchaser") is a business or organization desiring to hire entertainment, and whereas the artist (herein called "Artist") are desiring to furnish the Purchaser their services. Therefore in consideration of the promises of the parties and for other good and valuable consideration as set forth below, the Purchaser agrees to hire the Artist and the Artist agrees to perform for the Purchaser upon the terms and conditions as set forth in this agreement. The agent (herein called "Agency") is Artist Representation and Management, Inc.

- | | | |
|--|---|---|
| 1. Engagement: Market Block Party Central New York Regional Market | 2100 Park Street | Syracuse, NY 13208 |
| 2. Purchaser: Michaels S. Banks / Aloha Events, LLC | Doors / Showtime: | 6:30pm / 8:30pm |
| 3. Artist: Bret Michaels (Headline Billing) | Opening Act(s): | TBA / to be approved by Last Child Prod, Inc. |
| 4. Engagement Date(s): Thursday, August 5 th , 2010 | Performance Time: | Approx. 0:30pm |
| 5. Type of Engagement: Outdoor Concert (Cap: 8,000 - 10,000) - RAIN or SHINE | Set Length: | Approx. 1 - 75 Minute Set |
| | Ticket Prices: | \$15 ADV / \$20 DOS |
| | Announce Date: | July 6 th , 2010 |
| | **No Meet & Greet Required / Absolutely NO VIP ticket scaling** | |
| **ANY UNAUTHORIZED CHANGE IN CONTRACTED TICKET PRICE IS TO BE 100% PAYABLE TO ARTIST** | | |

6. Full Price Agreed Upon: \$100,000.00 (ONE HUNDRED THOUSAND US DOLLARS) Flat Guarantee
NO TAXES WILL BE WITH HELD FROM FULL PRICE AGREED UPON

7. Payment: All payments shall be paid via MONEY ORDER, CASHIERS CHECK, or BANK WIRE in US FUNDS ONLY. Payments are to be made as follows: Signed contracts and rider due within three (3) business days of contract issuance. 10% Deposit or \$10,000.00 made payable to Artist Representation & Management due no later than June 11th, 2010, prior to announce date and advertising. 40% Deposit or \$40,000.00 due our office no later than July 16, 2010. Balance of \$50,000.00 due Artist in cash or cashier's check made payable to Last Child Productions, Inc. no later than one (1) hour prior to performance on day of engagement - or Artist reserves the right to cancel the show. Artist to be paid in full RAIN or SHINE. 10% Commission due ARM by Artist via deposit.

ARM Bank Wire Information:
Please include Your Name,
Show Date, & Artist

Wells Fargo Bank N.A. - 420 Montgomery Street - San Francisco, CA 94107
Account Name: Artist Representation & Management Client Trust Account
ABA #: 121 0002 40 Account #: 3070228036

8. Advertising Restriction: Use of the Poison trademark/logo in any print advertisements is strictly prohibited. Performance to be billed as "Bret Michaels Rocks & Thoma World Tour 2010." All press releases, radio spots, media ads, or TV commercials must be approved by Last Child Productions, Inc. prior to release. Purchaser to use Bill Young Productions for ads, radio spots, etc.
9. Production: PURCHASER agrees to provide, as per Artist's specifications, any and all rider requirements per enclosed rider at no cost to Artist, i.e.: Sound, Lights, & Monitors per Artist's specifications and approval. It is the Promoter's sole responsibility to provide sound, lights and all other house production including providing A+ professional engineers / designers to run said equipment during the show. All equipment must meet Artist's specifications (Production Contact: TGA). Artist reserves the right to inspect all systems and if said equipment does not meet Artist's approval, Artist reserves the right to cancel the show if the venue does not remedy the problem. If the venue does not remedy the problem and the show is cancelled due to inadequate equipment, Artist shall retain full price agreed upon and the venue agrees to provide additional payment to Artist to cover all expenses incurred by the Artist including but not limited to, fuel and bus lease for the day, band salaries, etc.
10. Special Provisions: PURCHASER agrees to provide, as per Artist's specifications, any and all rider requirements per enclosed rider at no cost to Artist, i.e.: Hospitality per rider requirements inclusive of \$250 dinner buyout and \$200 bus stock buyout plus dressing room stock. Accommodations to include two (2) singles and one (1) double room, Backline Equipment if needed per advance, and Local Ground Transportation / runner. Bret Michaels to receive "Headline" billing. Bret Michaels to close show. SIGN ALL COPIES OF THE CONTRACT/ RIDER; KEEP ONE COPY FOR YOUR FILE AND RETURN THE REST TO OUR OFFICES FOR COUNTER-SIGNATURE.

Merchandise Rate: 80/20 - Artist to Sell (inclusive of recorded material)

Curfew: 10:30pm

Age Restriction: All Ages

11. PURCHASER AGREES THAT ATTACHED RIDER(S) AND ADDENDUM(S) BECOME LEGALLY BINDING PARTS OF CONTRACT

PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER agrees to pay all sales and AMUSEMENT, as well as all STATE and FEDERAL taxes which may result from performance with no deductions whatsoever from artist guarantee according to paragraph 6. It is expressly understood by the purchaser(s) and the Artist who are party to this contract that neither ARM nor its officers nor its employees or independent contractors are parties to this contract. In any capacity and that neither ARM nor its officers nor its employees or independent contractors are liable for the performance breach of any provisions contained herein. If the Promoter / Signatory of this contract elects to advertise proposed engagement prior to Agency's receipt of signed contracts and deposit, Promoter / Signatory will be liable for payment of full contracted price.

Both parties have read, understand, and agree to the conditions and terms of this contract and any riders attached to this agreement.

Michaels S. Banks / Aloha Events, LLC

X 
SIGNATURE OF PURCHASER

Address
5 Oriolo Path
Liverpool, NY 13080
Venue Fax: (315) 508-6703
Promoter Phone / Fax: (315) 652-2657 / (315) 606-6703
Email: MjceBanks.AlohaEvents@gmail.com
Website: www.carmm.com/lipbloddydy.com

Bret Michaels / Last Child Productions, Inc.
Tax ID #: 85-4649673

X 
ARTIST OR AUTHORIZED REPRESENTATIVE

Address
C/o ARM, 1257 Arcade St.
St. Paul, MN 55106
Phone: (651) 483-8754
Fax: (651) 776-6338
Website: www.ARMentertainment.com

** The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Conditions" set forth on the reverse side. **

This contract does not exclusively determine the person(s) to report and pay employment taxes and similar employer taxes under rulings of the U.S. Internal Revenue Service and of some state agencies.

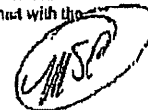
FROM : RRBIZMNMT

FAX NO. : 818 2270804

Aug. 05 2010 02:22PM P3

ADDITIONAL TERMS AND CONDITIONS

1. ARTIST shall have the sole and exclusive control over the presentation and production and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and ARTIST shall have the sole right as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'S obligations hereunder are subject to donation or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strike, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.
2. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provisions hereof. Nothing herein contained shall ever be construed as to constitute the parties herein as a partnership, or joint venture, or that ARTIST shall be liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. PURCHASER, in signing this agreement himself, or the person executing this agreement on PURCHASER'S behalf, warrants his authority to do so, and such person hereby personally assumes absolute liability for the payment of said price in full.
3. PURCHASER agrees that the ARTIST shall receive 100% sole advertising type billing in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder, unless otherwise stated on the face of contract.
4. If outdoor show, PURCHASER will provide covered stage, and ARTIST will be paid "RAIN OR SHINE." This performance is not subject to cancellation by PURCHASER for inclement weather.
5. PURCHASER agrees that the entertainment presentation will not be included in a subscription or any other type of sales without the written consent of ARTIST. In the event that payment to ARTIST shall be based whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted in and approved by ARTIST'S AGENT or ARTIST before tickets are ordered or placed on sale. (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance upon request, immediately upon arrival, prior to and immediately following such performance, and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office record of PURCHASER relating to gross receipts of this engagement only.
6. PURCHASER agrees that there will be no advertising of this engagement until ARM is in receipt of signed contracts, riders, and deposit monies. If PURCHASER does advertise, then contract will be binding at ARTIST'S sole discretion. If PURCHASER elects to advertise the proposed engagement prior to Agency's receipt of signed contracts and deposit, PURCHASER will be liable for payment of full contracted price, as outlined in paragraph 6 on the reverse side.
7. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligation under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. PURCHASER may prevent cancellation of this Agreement by ARM if, within twenty-four (24) hours of PURCHASER'S notice by ARM of ARM'S intention to terminate because of lack of financial credibility, PURCHASER tenders payment in full. In event that PURCHASER does not perform fully all of its obligations herein ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the full contracted price provided herein.
8. PURCHASER agrees that none of the musical equipment or personal property belonging to the ARTIST / ARM shall be seized or attached in lieu of any foreseeable or consequential damages. Violation of this clause by PURCHASER shall entitle ARM to recover actual, consequential, foreseeable, and punitive damages.
9. It is specifically agreed between the ARTIST and PURCHASER that if payment is not received in full prior to the performance of the engagement herein described, ARTIST may retain any deposits paid herein as liquidated damages. This clause shall not prevent the ARTIST from entering into litigation for the purpose of securing any additional awards or judgments, and this clause is also applicable in the instance where balance of the purchase price may be demanded immediately by ARTIST or ARTIST'S AGENT because of financial insolvency on the part of PURCHASER. The parties acknowledge and agree, for purposes of this section, that the majority of ARTIST'S or ARTIST'S AGENT duties have commenced or have been performed prior to the night of engagement, and therefore retention of deposits contemplated herein is reasonable.
10. In the event that the contracted deposit provided herein is not received per specified date, ARTIST and ARTIST'S AGENCY reserve the right to cancel the uncontracted engagement. If deposit is due immediately upon signing of contract, ARTIST and ARTIST'S AGENCY may determine what is considered reasonable time for right to cancel.
11. PURCHASER agrees that this contract is not subject to cancellation unless ARTIST agrees in such in writing. If PURCHASER cancels this engagement, PURCHASER agrees to forfeit deposit and PURCHASER will upon ARTIST'S demand, pay the balance owed for the entire wage (less deposit), plus damages if any, as agreed upon above.
12. ARM will expend its best effort to insure completion of this contract by ARTIST. However, PURCHASER understands that ARM may be forced to cancel this engagement due to various circumstances beyond ARM'S control, including, but not limited to, the refusal of ARTIST to perform. Should ARM be required to cancel the engagement, it shall give notice as soon as possible to PURCHASER and shall, at PURCHASER'S option rescindable date, or return deposit to PURCHASER, and cancel agreement.
13. PURCHASER agrees that any breach by PURCHASER of this Agreement and any attachments herein shall release ARTIST from performance under this Agreement and PURCHASER is subject to forfeiture of all monies due.
14. ARM acts only as a broker between ARTIST and PURCHASER and assumes no liability whatsoever hereunder.
15. ARTIST executes this Agreement as an independent contractor, not as PURCHASER'S employee.
16. This agreement may not be changed, modified or altered unilaterally. Any and all changes and modifications must be submitted in writing and signed by both parties. This agreement shall be construed in accordance with the laws of the State of Minnesota. Nothing in this agreement shall require the contributions of any act contrary to law or in any rule or regulation of any union, guild or similar body having jurisdiction over the performance hereunder or any element thereof and wherever or whenever this is in any conflict between any provision of this Agreement and any such law, rule or regulation shall prevail and this shall be amended, modified or limited only in the extent necessary to eliminate such conflict.
17. Any claim or dispute arising out of this agreement or the breach thereof shall be submitted to the Courts of General Jurisdiction in the State of Minnesota. Attorney's fees and costs shall be awarded to the prevailing party. Any judgment obtained in violation of terms of this Agreement (see clause #12) is completely unenforceable.
18. PURCHASER acknowledges that but for ARM'S efforts, PURCHASER would not have had the opportunity or ability to negotiate directly with the ARTIST. Therefore, in the event PURCHASER (including its agents, successors, or assigns) within two (2) years of date of this agreement, enters into a contract with the ARTIST described herein, PURCHASER and ARTIST agree that ARM shall be entitled to a commission of 10% of the contract price.



FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:23PM P4

Bret Michaels

Roses & Thorns Tour - 2010

CONTACT INFORMATION:

Artist Representative:

Last Child Productions Inc. (661) 799-8884 / (615) 746-6568

Promotions, Publicity, Print Publications and Radio Interviews:

Last Child Productions Inc. (661) 799-8884 (office)

E-Mail: lastchild@bretmichaels.com and

Jo Mignano – E-Mail: jmignano@fyipr.com

Internet Banners and Link Exchanges:

Christine Ellis - E-Mail: christine@bretmichaels.com

Contact:

Janna Elias

Office: (661) 799-8884 / (615) 746-6568 / Cell: (818) 807-5129

E-Mail: janna@bretmichaels.com

Technical Advance:

Joey Stumpo

Cell: (267) 408-3332

E-Mail: sounddude7@aol.com

Pete Evick

Cell: (703) 656-6108

E-Mail: pete@bretmichaels.com

BILLING:

Artist shall receive 100% headline billing in ALL advertising. No other name or photograph shall appear in type accorded to Artist and no other name or photograph shall appear on the same like or above the Artist. Purchaser shall advise the artist representatives of the advertising schedule, including the specifics of all print and radio buys prior to tickets going on sale. Artist name is **Bret Michaels** – Please be diligent in all billing, advertising and signage that name is spelled correctly and **NOT** with two (2) "J"s."

RADIO INTERVIEWS:

Purchaser shall not act as an agent on behalf of Artist and schedule any radio interviews, in studio or otherwise, without the knowledge and consent of Artist representative. All interview requests must be directed to Janna Elias at **Last Child Productions Inc. (661) 799-8884 / (615) 746-6568 or via e-mail: LastChild@bretmichaels.com.**

RADIO AND TV SPOTS

Purchaser shall only use advertising materials as provided by Bill Young Productions for all radio, print and TV spots. Materials can be obtained by contacting: **Bill Young Productions**; phone (281) 240-7400 / fax (281) 240-7440 or by visiting: <http://www.concerts.com>

ADDITIONAL PUBLICITY MATERIALS:

Purchaser shall only use advertising materials as approved by Last Child Productions Inc. Advertising materials approved for all print ads (leaflets, newspapers, posters) can be obtained through Bill Young Productions. Additional publicity materials (Internet marketing) can be obtained by visiting <http://www.bretmichaels.com/cgi-bin/locked.cgi> to create your own login for the Media Zone. Once you create a login you can access it via <http://www.bretmichaels.com/pm/bmz>.

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:23PM P5

Bret Michaels**Roses & Thorns Tour - 2010****ADDITIONAL
PUBLICITY MATERIALS
CONTINUED:**

Publicity materials and Internet materials may not be derived from any graphics or photos used to create the design or layout of <http://www.bretmichaels.com> or related networking sites. Any and all advertising – print or Internet – must be from approved sources, Bill Young Productions or the Bret Michaels Media Zone.

**ON-SALE/MARKETING
PLAN:**

The On-Sale plan (including any and all radio promotions, advertising – print or otherwise) must be faxed (775) 490-8358 or e-mailed lastchild@bretmichaels.com to artist representatives for approval prior to announcing the show. Please have a Marketing plan/packet available for Artist Representative upon arrival day of show.

PRINT INTERVIEWS:

Requests for print related interviews should be directed to:
Last Child Productions Inc. at (615) 746-6568 (office)
lastchild@bretmichaels.com

**ADDITIONAL
INFORMATION:**

Additional Artist information can be obtained by either calling Artist representative or visiting the industry only Bret Michaels Media Zone at: <http://www.bretmichaels.com/pm/bmz>.

PHOTOGRAPHERS:

Purchaser shall not act as an agent in the arrangement of photo sessions on behalf of Artist. Purchaser shall not enter into any agreement with any photographers to photograph any portion of Artist set, without prior consent from Artist representatives. If approved, said photographers must sign a release form stating that they will supply Artist with a full set of prints and that artist or Artist representatives may use the photos in any manner they see fit as long as photo credit is given (including but not limited to: merchandise, web/internet and promotional products). If said agreement is breached by failure to supply Artist with a set of prints, photographer and promoter may be held liable for Breach of Contract.

**GENERAL CAMERA,
AUDIO AND VIDEO
POLICY:**

Professional cameras (those with removable lenses or large high quality digital) are NOT allowed unless a photo pass has been issued by Artist production. (Please see above) Disposable, small digital and instamatic cameras are allowed. There is to be **NO AUDIO or VIDEO recording** of the show unless a video pass has been issued by Artist production. As per the contract this applies to venue, promoter and venue staff as well. Anyone found in violation of this, found to be recording, having recorded or distributing any recorded performance shall be held liable and prosecuted to the fullest extent of the law. Note: This applies regardless of if a profit is being made on the item or not.

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:24PM P6

Bret Michaels**Roses & Thorns Tour - 2010****"NO FREE LOOKS":**

It is understood that upon final negotiation of this contract/deal memo purchaser/promoter agrees that if said engagement is canceled, for any purpose other than force majeure, by promoter or purchaser, anytime prior to performance date, purchaser/promoter shall be held liable for the full amount of the guarantee. In case of cancellation full payment shall be forwarded to artist booking agent within seven (7) days of cancellation.

This contract represents a good faith agreement to present artists' performance at said venue. Promoter/Purchaser agrees that this agreement is binding and that it is understood that the full guarantee for engagement shall be paid to artist should Promoter/Purchaser choose not to present this engagement, for any reason other than force majeure, any time prior to artist performance.

All radio, television, newspaper, flyer, local street team advertising, internet and/or banner advertisements along with proposed on sale date and presenting radio station information must be forwarded to Last Child Productions Inc. prior to announcing said event or beginning sales of tickets for said event for approval solely of Last Child Productions Inc. and/or Bret Michaels.

Last Child Productions Inc. Inc. and Bret Michaels have full and final approval before announcing said event.

There are no "Free Looks" as indicated in section 11 of the "Roses & Thorns Tour 2010" contract and prior approval from MEGI on advertising must be received to begin ad campaign for said event.

If this or any section of the "Roses & Thorns Tour 2010" contract are violated or completed without prior approval, Last Child Productions Inc. will retain full deposit for said event and an immediate cancellation of said event will occur.

X _____ Promoter/Event Representative

x Bret Michaels MEGI Representative

7-31-10 Date

SECURITY AND PASSES:

Only BRET MICHAELS laminate passes and tour dated stick on passes will be honored.

No guests will be allowed on stage during the performance unless approved by BRET MICHAELS' management.

FROM :RRBIZMNM

FAX NO. :818 2278804

Aug. 05 2010 02:24PM P7

Bret Michaels**Roses & Thorns Tour - 2010****SECURITY AND PASSES**
CONTINUED:

One (1) Security person to be posted at 12:00pm for Dressing Rooms, any backstage entrance must be covered at all times. All venues are required to post a security person at the artist bus from time of load through departure and provide an adequate barricade or secure perimeter around artist bus including secure clear path from bus to artist entrance.

Should post-show fan club or general meet and greets take place during this tour they will take place in the audience area of the house or near the tour bus. Artist Representatives will make every effort to inform the house of this event should it be possible. However, due to the 'fan friendly' nature of this artist that may not be possible in all cases. Please make sure that you have adequate security staff in place until artist departure. All access points to backstage/dressing room/artist production office and bus must be covered until artist departure.

No person whatsoever (including facility personnel) will be allowed into the band's dressing room area without Artists express permission.

Adequate, identifiable and responsible security staff is required from the time of load in until all the equipment has been loaded out of the facility and into artist trailer, after the engagement to insure the safety of the Artist's instruments, equipment, wardrobe and personal property before, during and after the engagement.

A security meeting between all appropriate personnel and the Artists security chief will be held one (1) hour prior to doors to discuss detailed security arrangements. Present at this meeting shall be:

Artist Tour Manager
Artist Production Manager
Artist Head of Security
Venue Manager or Representative
Purchaser's Representative
Venue Head of Security

All security personnel must be trained, unarmed and non-uniformed. At least (4) persons should be designated to work the front of stage pit for the show. Said individuals MUST wear dark t-shirts.

It is understood and accepted by Purchaser, that all security personnel will be understanding of the needs of the artist and artist's representatives at all times and will act accordingly. Artist is very fan friendly so the utmost professionalism and kindness should be shown in all cases that it is feasible.

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:24PM PB

Bret Michaels**Roses & Thorns Tour - 2010****MERCHANDISE:**

Purchaser agrees to provide one well lit, highly visible, secure area for Artist Merchandise display. Lighting should be adjustable and able to be turned off during performance if Artist representative sees fit. Area should be near the entrance door or in another highly visible or high traffic area of venue. Area should be secure to best of purchaser's ability. At least four (4) six (6) foot tables should be provided for small Merchandise items to be displayed on.

Purchaser agrees that Artist Merchandise will NOT sell or be responsible for any local/opening act's merchandise. Local or opening act merchandise display placement MUST be discussed with Artist representative prior to set up by local act.

Local act will also NOT sell merchandise at any price point that is lower than that of Bret Michaels Merchandise.

Artist shall retain 100% of all merchandise sales including CD and/or recorded material sales (i.e. CD singles, full albums and all video productions which include music).

Artist must be able to sell merchandise for at least one (1) hour after the show or until all patrons are done purchasing merchandise.

Venue must provide/hold over at least two (2) loaders to load out merchandise after the show.

CONFIDENTIALITY:

Purchaser agrees that all information contained in this rider, (current, previous and all future copies) all deal memos and all correspondence with all artist representatives should be treated in a confidential manner.

Terms and information contained in this rider, agreement or deal memo is not to be disclosed to any third parties except as such disclosure may be required to professional advisers or for carrying out the purpose of this rider, agreement or deal memo.

DOORS:

Doors will not be opened to the public until authorized by the Artists Production Manager and Tour Manager.

FIRE EXTINGUISHERS:

Purchaser shall provide at his sole cost, two (2) CO2 fire extinguishers in perfect working order, if none are readily available in the backstage area. These shall be placed in a highly visible area of the backstage area. These are for emergency use only.

**SUPPLIED
PRODUCTION
SERVICES:**

In all instances, it shall be the Purchaser's responsibility to ensure that the production services furnished to the Artist are of safe and working order. Power services must be able to run at full operational power for an extended period of time in a safe manner. Rigging must be of the highest order. Artist shall not be held liable for any failure of any supplied production services.

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:25PM P9

Bret Michaels

Roses & Thorns Tour - 2010

GENERAL VENUE SAFETY:

As with the staging, it is the Purchaser's responsibility to ensure that all areas of the venue and all its hardware are absolutely safe for people to work. Any replacements or works deemed necessary to make the show safe shall be solely at the Purchaser's expense.

CONTROLLING DECISIONS:

- a) Artist shall have sole and exclusive control over the production, and presentation of their performance.
- b) Artist's Production Manager/Tour Manager will be allowed complete control over temperature and airflow of venue and dressing room areas. Stage area is of main concern. If vents are directly above the stage, please be prepared to turn them off or place some kind airflow directional materials on vents (i.e. cardboard directing airflow away from the stage etc.).
- c) Artist Production Manager/Tour Manager retain the right to make any and all changes and/or modifications in any and all technical requirements.
- d) Artist shall have sole and exclusive control over "intro" or "walk in" music and programmed music immediately after Artist performance. A CD shall be provided to the FOH position prior to the performance for "intro" music. CD shall not be started until designated Artist representative determines.

NOTE:

The Purchaser accepts full responsibility for the security of the backstage area and all belongings contained therein. All rooms should be lockable with keys presented to Production Manager at load in.

PRODUCTION OFFICE:

Purchaser must provide a private (when possible) room with a desk, two (2) chairs, and at least two (2), but preferably three (3) dedicated phone lines for sole use by the Artist's production staff in the production office. This room should be separate from any other offices, and must be clean, light and lockable. This room must have at least two (2) standard power outlets.

Phones must be direct access with no calling restrictions of any kind, or any charge backs.

DRESSING ROOM:

Three dressing rooms are required. These rooms must be accessible to the stage without passing through public areas.

Room # 1 – For Bret Michaels.

- a) This room must have a nice couch. Seating area should be clean and free from debris and stains. This room must have working electrical outlets, adequate lighting, full length mirrors, be comfortably furnished and include one (1) food/beverage table covered with clean linen, air conditioning and opening windows, and be lockable.

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:25PM P10

Bret Michaels**Roses & Thorns Tour - 2010****DRESSING ROOM**
CONTINUED:

b) Wherever possible, this room should have private toilet and shower facilities. (Please notify us if this is not the case when production manager is advancing the show.) This bathroom must be thoroughly cleaned and have an ample supply of soap, toilet paper, etc. This room must have at least two (2) standard power outlets.

Room # 2 & 3 – Band dressing rooms

a) These rooms should have seating for five (5). Seating area should be clean and free from debris and stains. This room must have working electrical outlets, adequate lighting, full length mirrors, be comfortably furnished and include one (1) food/beverage table covered with clean linen, air conditioning and opening windows, and be lockable.

b) Wherever possible, these rooms should have private toilet and shower facilities. (Please notify us if this is not the case when production manager is advancing the show.) The bathrooms must be thoroughly cleaned and have an ample supply of soap, toilet paper, etc. These rooms must have at least two (2) standard power outlets.

Dressing rooms are to be private and used by Bret Michaels touring staff only.

FURNITURE:

All furniture must be in the venue by 12:00pm. All furniture should be clean and free from stains and debris and should be in like new condition.

RUNNER:

One (1) Production runner at load in with a CLEAN van or SUV exclusively for use by the Artists Production Mgr. This person is under the direction of **BRET MICHAELS PRODUCTION ONLY**. Said runner should be a competent driver with a safe driving record, English speaking, be familiar with the local area and all its facilities and available from load in to load out. Runner should be equipped with a cell phone. Runner must also know of a reputable "fluff and fold" laundry and dry cleaners as Artist will require at least one load of laundry done prior to show.

TOWELS:

Purchaser to provide one (1) dozen, freshly laundered, bath sized towels at load in for the exclusive use of Artist and Artists crew. (any color) Purchaser also agrees to provide two (2) dozen black/dark, freshly laundered, hand towels upon load in for use by the Artist and band on stage. Towels will be left at venue at the end of the night and will NOT be used to clean drums, cymbals, guitars etc. These are strictly for Artist and band use.

- One (1) dozen bath size towels (1 for stage at show time)
- Two (2) dozen DARK hand towels (12 for stage at show time)

Purchaser should also provide (6) six towels for use on/in the stage area to clean instruments, cymbals and floor from load in to load out.

- Six (6) towels used for cleaning on/in the stage area

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:27PM P2

Bret Michaels

Roses & Thorns Tour - 2010

TOWELS CONTINUED:

If possible an in house washer and dryer will be needed. When an in house washing and dryer is not available, please make sure that the runner is fully aware of close, reputable fluff and fold services that will be able to do a late load of laundry for the band and return it prior to performance.

TRANSPORTATION:

Any required artist transportation will be coordinated by Production Manager or the Tour Manager. Artist will be traveling with two (2) forty-five (45) foot tour buses with equipment trailers. Purchaser shall provide secure parking spaces for said vehicles in close proximity and with direct access to the backstage area.

Dependent on the previous day's schedule, these vehicles will arrive anytime on the show day from the early hours of the morning until early afternoon. Consequently, parking spaces should be kept clear and available throughout this period until their arrival. In order to maximize the sleep/efficiency of the crew and drivers, it is imperative that the vehicles not be asked to move once they have parked up.

Wherever necessary, the Purchaser shall acquire at his, sole cost, the relevant permits to facilitate this.

Two (2) tour buses with equipment trailers

Two (2) services of 50 amps, single phase 110 volt – located within 30' of bus parking.

HOTEL ROOMS:

Purchaser, shall at no additional cost to artist, supply artist with two (2) single hotel rooms and one (1) double hotel room for a total of three (3) rooms at a hotel within close proximity to venue. Rooms should be clean and available upon artist's arrival. "Room Accommodations may be negotiated separately within the Artist's contract, which will override the rider requirements listed above."

DINNER BUY-OUT:

Dinner Buy-out amount is \$250.00, as per contract, and is to be paid to tour manager upon arrival. Please refer to attached catering list for dressing room catering information. These items are in addition to the buyout, but should not be bought without first discussing (advance) with Tour Manager.

BUS STOCK BUY-OUT:

Bus stock Buy-out is \$200.00, as per contract, and is to be paid to tour manager upon arrival.

STAGE DRINKS:

Artist requires 1 case of 24 individual size (1/2 liter) bottles of spring water, to be left sealed and at room temperature. Please place in dressing room and label "stage drinks."

FROM :RRB1ZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:28PM P3

Bret Michaels**Roses & Thorns Tour - 2010****CATERING RIDER:**

Please note this rider is for Bret Michaels artist and staff only. All catering expenses must be approved by Bret Michaels Production first! The listed dressing room catering is the agreed to rider requirements and is above the buyout.

DRESSING ROOMS: (To be set up by 1:00pm)

****Please leave all goods in one room for Tour Manager to distribute**** All goods must be purchased new and remain sealed until opened by a member of the touring entourage. All foods must be left covered. All drinks must be appropriately iced down, with ice replenished as necessary. There should be ample condiments such as cream or half and half, ketchup, mustard, mayonnaise, salt and pepper, Sweet-n-Low or Splenda, sugar, honey, lemons, and butter, in addition to plenty of (at least one sleeve each) hot and cold cups (no Styrofoam), utensils, plates, bowls, napkins, cork screws, bottle openers and the like. Please make sure at least one bottle opener is provided!

12 pack each - Mountain Dew, Coke, Dr. Pepper *Sprite is not a substitute for Mountain Dew*
 12 pack Diet Coke *Leave all drinks in boxes or packaging*
 6 individual bottles Cranberry Juice
*****6 individual size bottles 100 % orange juice** Note: This item is very important in regulating Bret's sugar levels on stage. Please make sure that we get this.
 12 pack Diet Lipton Green Tea *Citrus ONLY (no other flavors)*
 6 pack Sweet Tea *No Lemon*
 4 Cases (24 bottles) ½ liter spring water – room temperature
 2 bags assorted flavors potato chips
 12 bottles Gatorade – Lemon-Lime and Orange
 1 bottle Beefeater Gin
 1 case each of Bud Light bottles and Corona bottles
 1 2-liter bottle Tonic water
 Limes, Bananas
 1 Deli Tray to include Turkey, Ham and Roast Beef, American Cheese, Swiss Cheese, Tomato, and Pickles (In lieu of Deli Tray individual sealed meats and cheeses, as listed above, will be accepted.)
 1 loaf each of Wheat Bread and White Bread
again – ample condiments such as mustard, mayo, ketchup etc should be made available
 1 - CLEAN electric tea kettle, in working order, to make hot water for tea should be provided along with assorted teas (caffeine free green tea, earl grey, throat coat, regular Lipton tea bags etc.)

BUS:

Please provide our bus with the following:

- Two (2) 40lb bags (or equivalent) of clean ice to be delivered to Artist bus as follows:
 - 1 bag or 40lbs at load in
 - 1 bag or 40lbs at load out.

LOAD IN/OUT DRINKS:

An ample supply of iced water and sodas provided through the duration of load in and out.

Please advance the dressing room catering with: Brian Snelling (703) 474-1046
 Pete Evick (703) 656-6108 – pete@bretmichaels.com

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FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:28PM P4

Bret Michaels

Roses & Thorns Tour - 2010

BASIC TECHNICAL RIDER OUTLINE

STAGE SIZE: 40' wide x 28' deep x 4' tall

STAIRS: Two (2) secure sets from floor to stage, with lights. Placed upstage.

BARRICADE: House provided, must be used in all venues. Concert style – freestanding. Purchaser shall make provision for a stage barricade in all venues. Said barricade must be capable of doing the required job, and be warranted so by purchaser. Artists and their representatives will assume no liability in any way for any incident occurring concerning the structure or placement of barricade.

POWER: All power runs must be covered with rubber matting and all services must have spare fuses (where applicable). All cable runs must meet ALL codes and be warranted so by Purchaser.

BACKLINE POWER: Six (6) 30 Amp dedicated, properly grounded quad boxes on same service as sound system to be placed as per the stage plot.

RIGGING: One (1) pipe and hardware to hang backdrop.

BUS SHORE POWER: Two (2) service of 50 amp single phase 110 Volt – located within 30' of bus parking.

SPOTLIGHTS: To include two (2) each 1.2K or larger (depending on throw) spotlights in front of house position. Must include color booms and intercom to FOH lighting desk. Purchaser to provide two (2) competent and experienced spotlight operators at no additional cost to production.

LIGHTING: Artist will use house lighting rig and Purchaser must supply one (1) lighting electrician/programmer. ("A" list crew a must.) Lighting must include two (2) spotlights as directed above. Venue must also provide 8 120v/20amp services for artists touring lighting gear. House lighting rig should have the following colors available L-119, L-158, X-90, X-27, L-181, L-128. House shall also provide 1 x DF50 diffuser or like atmosphere machine.

If no movers are available, Artist requires 4 bars of 4 ACLs for use as floor lighting behind the backline.

FROM :RRB1ZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:28PM P5

Bret Michaels**Roses & Thorns Tour - 2010****AUDIO
REQUIREMENTS:**

Artist will use house sound.* Purchaser to provide two (2) house sound engineers one (1) monitor and one (1) FOH engineer as listed below. Sound engineers should be "A" list crew. *See additional requirements under **ADDITIONAL AUDIO REQUIREMENTS.**

Microphones: As per attached input list

Stands: All required mic stands, clip and mounts as per input list.

Cabling: All necessary cabling including power, mic, speaker and snake with split.

CREW CALLS:

The following call roster is a guide only and subject to change dependent on the venue.

a) It is imperative that all crew be punctual for calls.

b) Please be certain that all working personnel, whatever their capacity, are aware of the fact that no drugs or alcohol may be consumed at any time during the time of their contract. Should any employee be found intoxicated, such person shall be instantly dismissed and ejected from the facility.

LOAD IN: 12:00pm

6 Stage Hands

1 Production Runner

SHOW CALL: 5:30pm, or ½ hour before show time

2 Stage Hands

2 Sound engineers "A" list crew as per below

1 Monitor engineer

1 FOH sound

1 Lighting board operator "A" list crew preferred.

LOAD OUT: 10 Minutes after completion of show.

4 Stage Hands

PYRO:

Pyro is NOT used for this show.

RENTAL EQUIPMENT:

No rental equipment is required unless specifically asked for in advance or is needed to bring system up to rider requirements. In the later case, rental equipment is not to be added as a show cost.

**SPECIALTY
EQUIPMENT:**

One (1) – 8'x8'x2' (drum riser should be standard – 24" to 36") carpeted drum riser to be placed as per stage plot.

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:28PM P6

Bret Michaels

Roses & Thorns Tour - 2010

**SOUNDCHECK/
REHEARSAL:**

The Artist requires a technical rehearsal of at least sixty (60) minutes. This will commence at 4:30pm (approx).

No persons other than those directly involved with the show are to be permitted to the facility during this time unless approved by the Artists Production or Tour Mgrs.

Under NO circumstances will the Artist be asked to perform without his crew having been given every opportunity to check all the equipment to the satisfaction of the Artists Production/Tour Mgr. Failure to allow a full check of all equipment constitutes a breach of contract.

Technical advance contact: Joey Stumpo (267) 408-3332
sounddude7@aol.com

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:29PM P7

Bret Michaels

Roses & Thorns Tour - 2010

ADDITIONAL AUDIO REQUIREMENTS

MONITORS:

Monitor console:

Digidesign, Digico, Yamaha PM5D, Midas Heritage (any series). Console should have minimum 32 inputs and the capability of up to 10 mix outs (see stage plot for mix config). **NO Yamaha M7 OR LS9**

Wedges:

Clair Bros. 12 AM or EAW SM 12 1x12" w/ 2" horn; *ALL wedges MUST be actively crossed; NO Passive X-overs accepted!!!!*

Side Fills:

EAW KF 750 850 w/ sb1000 subs 1+1 per side or comparable

Drum Fill:

Must be the same quality as the wedges with a sub

EQ's:

K.T. DN360 K.T. DN 3600, BSS 31 band "PCS or Opal "series
If you are using a digi console, PLEASE make sure your sample rate in console is set to 48k or better.

X-over:

a Professional quality x-over required, adjustable output and x-over points required...BSS, DBX, XTA

Monitor Amps:

Crown Mac, Lab Gruppen "FP" series, EV "PA" series

Speaker Wiring:

MUST be of "PROFESSIONAL" quality EP4, NL 4
NO ZIP CABLE OR 1/4 INCH jacks accepted

Front of House PA:

Must be capable of 120 db at mix position without distortion

Notes: the monitor system should be capable of reproducing audio levels at and around 110 to 115db "A" weighted at center stage

MONITOR WORLD MUST BE STAGE LEFT

FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:29PM PB

Bret Michaels**Roses & Thorns Tour - 2010****INPUT LIST**

CH	INFORMATION	LOCATION	MIC	D. I.	FOR	
					COMP	GATE
1	KICK	we carry with	e901			X
2	SNARE UPPER	we carry with	56a			
3	SNARE LOWER		57,421			
4	HI HAT	we carry with	TGX 5			
5	1st TOM		98			X
6	2nd TOM		98			X
7	FLOOR TOM		98			X
8	S.R. OH		81			
9	S.L. OH		81			
10	BASS DI	S L		X	X	
11	BASS MIC	S R CAB	421, D112,52			
12	KEY L			X	X	
13	KEY R			X	X	
14	KEY			X	X	
15	ACU 1	GTR WORLD SR		X	X	
16	ACU 2	GTR WORLD SR		X	X	
17	ACU 3	UNDER DRUM RISER		X	X	
18	P GTR	SR LOWER OUTSIDE	421,609, 57			
19	P GTR	SL LOWER OUTSIDE	421,609, 57			
20	B GTR	SR LOWER INSIDE	421,609, 57			
21	B GTR	SL LOWER INSIDE	421,609, 57			
22	PETE VOX	S R	SM 58		X	
23	BRET VOX	we carry with	wireless		X	
24	RAY VOX	S L	SM 58		X	
25	KEY VOX		SM 58		X	
26	DRUM VOX		SM 58		X	
27	SPARE VOX HARD WIRE FOR BRET	CENTER ROLLED UP OON FLOOR	SM 58		X	

Microphones:

As per attached input list to be supplied by house at no additional charge to artist.

Stands:

All required Mic Stands, clip and mounts as per input list to be supplied by house including Bret Michaels, lead and spare vocals which will require round base, straight stand.

Cabling:

All necessary cabling (including power, mic, speaker, and snake with split. This specification applies only to Bret Michaels and does not include opening act needs.

All required mains power cables and distribution equipment for sound equipment.

GUITAR WORLD STAGE RIGHT 12' x 12'

R&TTR-2010-0330-1039CT

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FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:29PM P9

Bret Michaels**Roses & Thorns Tour - 2010****STAGE PLOT****Vocal**

5 Total vocal

3 Evenly spaced across the front with Bret center stage

1 Drum vocal

1 Keyboard vocal

Backline

5 Guitar cabs on each side (all guitar heads to go in guitar world stage right)

Evenly and symmetrically placed about a foot from the front of the drum riser about even with where bass drum would be

1 Bass cab on each side on the outside of the guitar cabs (both Bass heads on stage left)

Keyboards

Keyboard rig will usually be on stage left even with the backline but may vary due to stage size and shape.

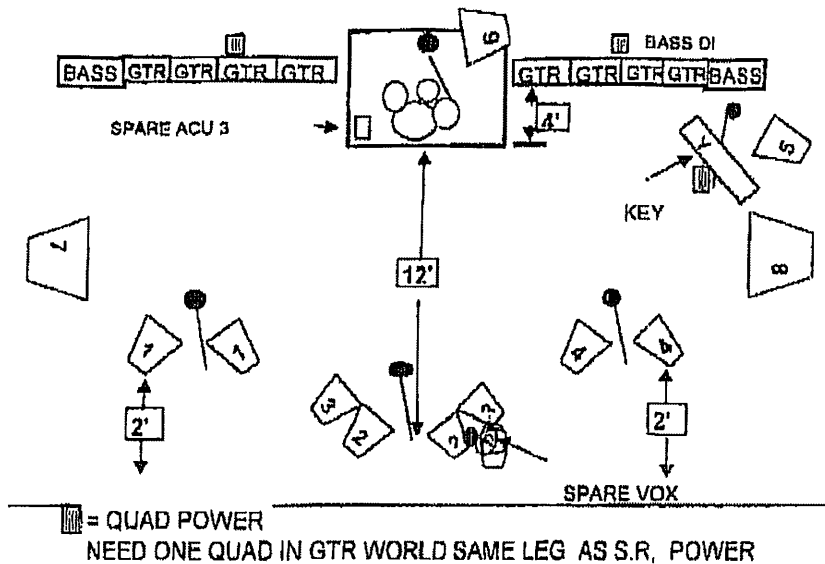
Drums

Drums must have a riser 8-foot x 8-foot minimum with carpeted platform

Drum monitors must be on the left (not straight behind)

DI's

2 Total Direct boxes to be placed on the front of the drum riser.

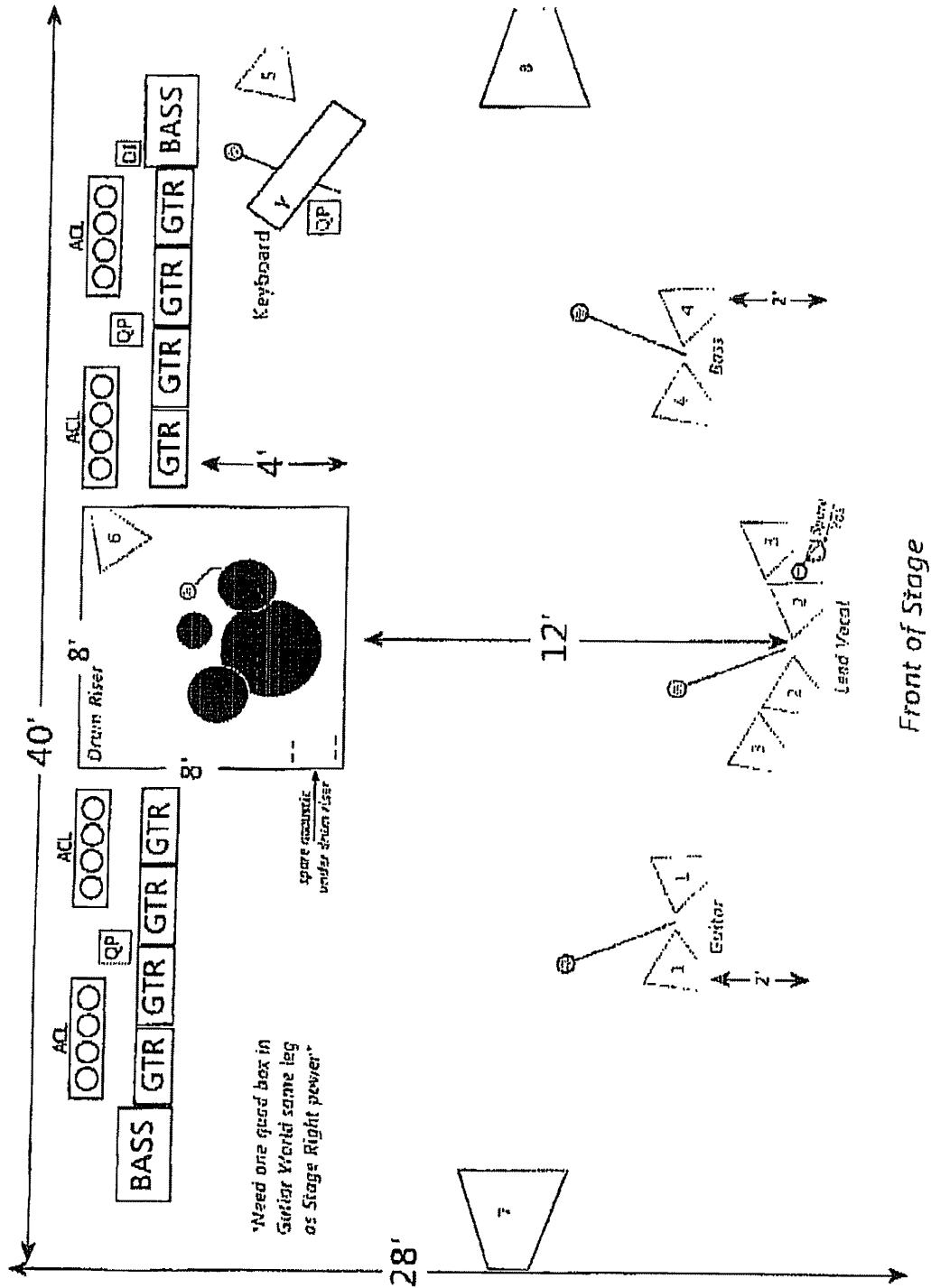


Full-page version of stage plot is available on the next page.

FROM :RRB1ZMNMT

FAX NO. :818 2270804

Aug. 05 2010 02:29PM P10

Bret Michaels**Roses & Thorns Tour - 2010**

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FROM :RRBIZMNM

FAX NO. :818 2270804

Aug. 05 2010 02:29PM P11

Bret Michaels**Roses & Thorns Tour - 2010****FLY-IN DATE RIDER
BACKLINE REQUIREMENTS****Guitar**

- 4 - Peavey Tripla X heads if and when available
 - If Peavey head is not available then Marshall JCM 2000 DSL or equivalent (JCM 900 is not acceptable)
- 10 - 4 x 12 cabinets preferably matching the obtainable head.
 - If it's a Peavey head we would like Peavey cabs, but Marshall Cabs are acceptable.
- 1 - American Standard Fender Tele preferably red, black is acceptable
- 1 - Professional quality acoustic guitar (Taylor, Yamaha, Takamine) with built in preamp (eq. /volume)
- 1 - Gibson Les Paul
- 3 - Pro wireless systems w/2 packs per unit

Bass

- 1 - Fender P Bass
- 2 - SVT 4 pro Heads or similar (Ampeg Classic is not acceptable)
- 2 - SVT 8x10 Cabs

Keyboards

- 1 - Yamaha Motif 88 weighted keys
- 1 - Professional grade keyboard stand

Drums

- DW, Ayotte, or Pearl (Tama and Yamaha only as last resort)
- 5 Piece Drum Set consisting of:
 - (1) 22" x 18" kick drum (can't be larger than 22")
 - (1) 10" Rack Tom (Must include all hardware required to mount on independent stand)
 - (1) 12" or 13" Rack Tom (Must include all hardware required to mount on independent stand)
 - (1) 16" or 18" Floor Tom
 - (1) 14" x 5" Snare (can't be deeper than 5 1/4")
- 1 Set of Paiste Cymbals (any size) - 2 Crushers, 1 Ride, 1 Set of Hi-Hats
- Double pedal for bass drum
- Hi-Hat Stand
- Assorted boom stands for cymbals (minimum of 4)
- All hardware must be double braced and heavy duty (pro level)

Other

- 2 - Guitar Bouts "4 guitars in each" No single guitar stands
- 6 - 14 gauge or heavier speaker cables
 - (3 cables must be the length of the venue stage, we run from head to cabs across stage)
- 1 - White, round base straight mic stand for BRET
 - Mic stand may be painted or taped in white gaff as long as it looks professional
- 4 - Stage fans

Contact: Joey Stumpo: (267) 408-3332 sounddude7@aol.com
 Pete Evick: (703) 656-6108 pete@bretmichaels.com